

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

OCT 13 1999

CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS

BY _____
DEPUTY CLERK

Plaintiff,

V.

ULTIMATE MANUFACTURING, INC.,

Defendant.

) Civil Action No. SA98CA1002

DWS

The parties to this Consent Decree are the United States Equal Employment Opportunity Commission ("EEOC"), Plaintiff, and Ultimate Manufacturing, Inc. ("Ultimate"), Defendant. The EEOC initiated this lawsuit on November 4, 1998, pursuant to Sections 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e-5(f)(1) and (3) ("Title VII"), and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. §1981a. The complaint alleges that Toni Guerra, a woman, was subjected to a gender based hostile work environment and then discharged in violation of section 704(a) of Title VII in retaliation for her opposition to conduct she believed to be an unlawful employment practice.

The parties wish to settle this action, without the necessity of further litigation, pursuant to the terms delineated in this Decree.

IT IS ORDERED, ADJUDGED AND DECREED as follows:

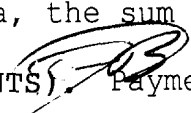
1. This Court has jurisdiction of the subject matter of this

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action and the parties, venue is proper, and all administrative prerequisites to the filing of Civil Action No. SA98CA1002 have been met. The complaint states claims, which, if proved, would authorize this Court to grant relief against Defendant, pursuant to Title VII and the Civil Rights Act of 1991.

2. This Decree resolves all issues raised in EEOC's complaint in this case. EEOC waives further litigation of all issues raised in the above-referenced complaint. EEOC expressly reserves its right, however, to process and litigate any other charges which may now be pending or may in the future be filed against Defendant Ultimate.

3. The duration of this Decree shall be three years from the date of its filing with the Court. This Court shall retain jurisdiction of this action during the period of this Decree and may enter such other and further relief as it deems appropriate to ensure implementation and enforcement of its provisions. Any violation of the Consent Decree by Defendant or its agents or assigns shall toll the running of this three-year period as of the date of the violation. If the Court subsequently determines this Decree was violated, the three-year period shall recommence and continue from the date of entry of an Order setting out such a violation or until such time as ordered by the Court. Should the Court find the Decree was not violated, the three-year period shall recommence, retroactive to the date of the filing of the pleading alleging that a violation had occurred.

4. Defendant Ultimate, in settlement of this dispute, shall pay to Toni Guerra, the sum total of \$10,000.00 (TEN THOUSAND DOLLARS AND NO/CENTS).  Payment shall be mailed directly to their attorney, Toni Guerra, 5976 Leonard Rd., Bryan, Texas 77807. A copy of the settlement check and any accompanying transmittal documents shall be forwarded to the EEOC to the attention of Robert B. Harwin, Regional Attorney, 5410 Fredericksburg Road, Suite 200, San Antonio, Texas 78229.

5. Defendant Ultimate is enjoined, during the term of this Decree, from discriminating against any employee on the basis of sex, gender, hostile work environment and retaliatory discharge, and from engaging in any other act or practice which has the purpose or effect of unlawfully discriminating against any past, present, or future employee on the basis of sex, gender, hostile work environment and retaliatory discharge. The conduct enjoined includes gender harassment and retaliation.

6. Defendant Ultimate shall provide its employees with a place of employment free of discrimination on the basis of sex, gender, retaliation, and any other form of discrimination made unlawful by Title VII.

7. Defendant Ultimate shall post a notice regarding its practices, policies, and intent not to discriminate against any employee in violation of Title VII. Such notice shall be as set forth in Exhibit A, which is attached to this Decree. A copy of Exhibit A shall be posted at Defendant's San Antonio, Texas facility

on all employee bulletin boards and other areas where employees are likely to congregate. The notices shall be posted within 10 days of the filing date of this Decree and shall remain posted for the duration of the Decree.

8. Defendant Ultimate shall, within 10 days of the filing date of this Decree, remove from it's personnel records and files, any information or documents relating to Toni Guerra's claim of discrimination, her EEOC charge, this litigation, and any discipline records, negative performance evaluations, or other statements or documents alleging unsatisfactory work performance. Counsel for the parties will agree to the documents that are to be removed from Toni Guerra's personnel files prior to execution of this Decree.

9. Defendant Ultimate shall amend all personnel records and documents to reflect that Toni Guerra' employment was voluntarily terminated.

10. Defendant Ultimate shall provide Toni Guerra with a letter of reference describing her job duties, responsibilities, and performance in a manner that is calculated to assist them find future employment. Counsel for the parties will agree to the contents of these letters prior to execution of this agreement. In furnishing oral references concerning Toni Guerra to prospective future employers, Defendant Ultimate will state orally only the information contained in the letters of reference and will make no

mention of this litigation or the underlying charges.

11. Defendant Ultimate shall require the participation of all managers and supervisors, in a training program on the various laws protecting persons from employment discrimination. The training will emphasize Title VII's proscriptions against harassment on the basis of sex, gender, and retaliation. The training may be provided by in-house personnel. Within 30 days prior to the date scheduled for this training, Defendant shall furnish to the EEOC a written report describing the training to be provided and the qualifications of the instructor(s) who will conduct the training. The EEOC shall have the right to approve the training and the instructor.

12. The EEOC shall have the right to ensure compliance with the terms of this Decree and may: (a) conduct inspections of Defendant Ultimate's facilities at any time; (b) interview employees; and (c) examine and copy relevant documents.

13. The terms of this Decree shall be binding upon the EEOC and Defendant Ultimate, its agents, officers, employees, servants, successors, and assigns, as to the issues resolved herein.

14. Each party shall bear its own costs, including attorneys' fees, incurred in this action.

SO ORDERED.

Signed this 13th day of October, 1999.

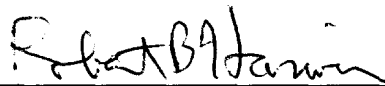


United States District Judge

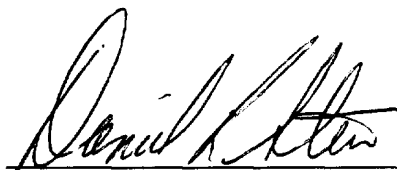
Respectfully submitted,

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ATTORNEYS FOR PLAINTIFF

NOTICE TO ALL EMPLOYEES

ULTIMATE MANUFACTURING, INC. SUPPORTS FEDERAL LAW REQUIRING THERE BE NO DISCRIMINATION AGAINST ANY APPLICANT OR EMPLOYEE BECAUSE OF HIS OR HER RACE, COLOR, SEX, NATIONAL ORIGIN, RELIGION, AGE OR DISABILITY AND REAFFIRMS ITS COMMITMENT NOT TO DISCRIMINATE AGAINST ANY APPLICANT OR EMPLOYEE ON ANY TERM OR CONDITION OF EMPLOYMENT.

ULTIMATE MANUFACTURING, INC. WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE FOR OPPOSING EMPLOYMENT DISCRIMINATION OR FOR FILING OR PARTICIPATING IN A CHARGE OF EMPLOYMENT DISCRIMINATION.

IF YOU BELIEVE YOU ARE BEING DISCRIMINATED AGAINST IN ANY TERM OR CONDITION OF YOUR EMPLOYMENT BECAUSE OF YOUR RACE, RELIGION, COLOR, NATIONAL ORIGIN, SEX, AGE, OR DISABILITY, OR THAT YOU ARE BEING SUBJECTED TO HARASSMENT BECAUSE OF YOUR SEX OR HAVING ENGAGED IN TITLE VII-PROTECTED ACTIVITY, YOU ARE ENCOURAGED TO SEEK ASSISTANCE FROM SUPERVISORY PERSONNEL, OR FROM THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, 5410 FREDERICKSBURG ROAD, SUITE 200, SAN ANTONIO, TEXAS 78229-3550, (210) 281-7600 OR 1-800-669-4000.

NO RETALIATORY ACTION MAY BE TAKEN AGAINST YOU FOR SEEKING ASSISTANCE, FILING A CHARGE, OR COMMUNICATING WITH THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION.

EEOC ENFORCES TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, WHICH PROHIBITS EMPLOYMENT DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX OR NATIONAL ORIGIN; THE AGE DISCRIMINATION IN EMPLOYMENT ACT; THE EQUAL PAY ACT; PROHIBITIONS AGAINST DISCRIMINATION AFFECTING INDIVIDUALS WITH DISABILITIES; SECTIONS OF THE CIVIL RIGHTS ACT OF 1991, AND TITLE I OF THE AMERICANS WITH DISABILITIES ACT, WHICH PROHIBITS DISCRIMINATION AGAINST PEOPLE WITH DISABILITIES IN THE PRIVATE SECTOR AND STATE AND LOCAL GOVERNMENTS.

EXHIBIT "A"